

*This opinion is nonprecedential except as provided by
Minn. R. Civ. App. P. 136.01, subd. 1(c).*

**STATE OF MINNESOTA
IN COURT OF APPEALS
A25-1295**

In the Marriage of:

Vydehi Aravalli, petitioner,
Respondent,

vs.

Rajagopal Naga Aravalli,
Appellant.

**Filed May 4, 2026
Affirmed in part and remanded
Harris, Judge**

Hennepin County District Court
File No. 27-FA-23-2123

Vydehi Aravalli, Eden Prairie, Minnesota (pro se respondent)

Rajagopal Naga Aravalli, Lowell, Michigan (pro se appellant)

Considered and decided by Ede, Presiding Judge; Harris, Judge; and Jesson, Judge.*

NONPRECEDENTIAL OPINION

HARRIS, Judge

In this marital-dissolution appeal, appellant raises various challenges to the district court's division of marital property and awards of spousal maintenance and child support to respondent. Because appellant has not demonstrated that the district court's findings of

*Retired judge of the Minnesota Court of Appeals, serving by appointment pursuant to Minn. Const. art. VI, § 10.

fact do not support its conclusions of law related to dividing the parties' marital property and awarding spousal maintenance, we affirm in part. But because additional factual findings are needed to meaningfully review the district court's child-support order, we also remand.

FACTS

Appellant Rajagopal Naga Aravalli (husband) and respondent Vydehi Aravalli (wife) were married in 1997 and share one minor child, a 17-year-old daughter. In April 2023, wife petitioned for divorce. Shortly before wife petitioned for divorce, husband moved from Minnesota to Michigan and purchased a second home.

In December 2023, the district court filed a temporary order requiring husband to pay \$811 per month in temporary basic child support and to continue to pay wife's expenses of \$2,665 as temporary spousal maintenance. Wife's expenses included the mortgage payment for the parties' Minnesota home, utilities, cell phones, one car payment, car insurance, home insurance, medical insurance, life insurance, and food. The order reflects that, during the motion hearing, husband agreed to continue paying approximately \$2,665 of wife's living expenses.

After participating in a Social Early Neutral Evaluation, the parties reached an agreement about custody and parenting time, and the district court filed an order in August 2024 adopting the agreement. The court awarded the parties joint legal custody and wife sole physical custody. Husband was granted parenting time "in Minnesota at least one weekend per month on Fridays after school until Sunday at 6:00 pm." The court's order also required that: "[Husband] *shall* have parenting time in Michigan during [the child]'s

school breaks (summer, winter, and spring), to start one day after the school break begins and end[] one day before school commences.” The court’s order also stated: “[Husband] may have additional parenting time with [the child] during the time she is not in school or on a mid-semester or mid-fall and/or mid-spring term break but only if [the child] chooses to visit her Father in Michigan.”

In October 2024, husband filed correspondence requesting that the court modify temporary child support and spousal maintenance. Husband asserted that “52% of [wife’s] current monthly expenses account for ‘discretionary’ spending.” He also requested that the court end his obligation to pay spousal maintenance, and order wife to pay him \$2,300 in monthly spousal maintenance starting November 1, 2024. And husband requested that the district court require wife to pay him “\$39,200 towards the money [he] paid for her living expenses for the last 14 months,” or, alternatively, for “the court to deduct it from her share of the assets at the time the divorce is finalized.” Husband asserted that wife was employed full-time while the divorce was pending, that her income had increased after the district court awarded temporary maintenance, and that she “clearly ha[d] more than enough money to pay for her living expenses.” Regarding child support, he requested that he not be required to pay child support during the months that the child resides with him.

After a motion hearing, the district court found a substantial change in circumstances and granted husband’s motion to modify temporary spousal maintenance, reducing his obligation to \$1,203.86 monthly. The court calculated this amount by adding the mortgage, second mortgage, and homeowners’ association dues, reasoning that “an equitable amount of spousal maintenance would be for the [husband] to continue to pay

these bills minus the utilities.” In assessing each parent’s current income, the court found that husband did not meet the statutory requirements to modify his temporary basic child-support obligation.

In March 2025 the matter proceeded to trial. The issues for trial were division of the parties’ two homes, division of the parties’ other property and debts, spousal maintenance, custody and parenting time, child support, and any other issues the parties’ wished to raise. The court heard testimony and received exhibits from both parties. Following trial, the district court filed findings of fact, conclusions of law, and order for judgment, and the district court administrator entered a judgment and decree (J&D). The district court divided the parties’ marital property, awarding the Minnesota home to wife, the Michigan home to husband, and one vehicle to each party. After considering the home equity, investment accounts, credit card debt liability, car equity, and bank account balances, the court ordered husband to pay wife \$136,910.18 as an equalizer payment. The court also awarded wife \$1,200 in monthly spousal maintenance until husband turns 65, ordered custody and parenting time consistent with the August 2024 order, and awarded wife \$910 monthly in basic child support.

Husband appeals.¹

¹ Wife did not file a brief or a motion for an extension. When a “respondent fails or neglects to serve and file its brief, the case shall be determined on the merits.” Minn. R. Civ. App. P. 142.03.

DECISION

Husband challenges the district court's decisions regarding the division of marital property, spousal maintenance, and child support.² We begin by outlining some preliminary matters, including our scope of review and the record on appeal, and then turn to husband's arguments.

As a threshold matter, because husband did not file a motion for amended findings or a new trial, our scope of review is limited to the substantive legal issues properly raised to and considered by the district court, whether the evidence supports the district court's findings of fact, and whether those findings support the conclusions of law and the judgment. *See Alpha Real Est. Co. of Rochester v. Delta Dental Plan of Minn.*, 664 N.W.2d 303, 309-10 (Minn. 2003) (stating that new-trial motion is not a prerequisite to appellate review of substantive legal issues properly raised and considered in district court); *Gruenhagen v. Larson*, 246 N.W.2d 565, 569 (Minn. 1976) (stating that, absent motion for new trial, appellate courts may review whether evidence supports findings of fact and whether findings support conclusions of law and judgment).

² Husband also challenges the temporary orders regarding child support and spousal maintenance that the district court filed pending the final dissolution. Generally, temporary orders in dissolution actions are not appealable. *Rigwald v. Rigwald*, 423 N.W.2d 701, 705 (Minn. App. 1988); *Hennepin County v. Griffin*, 429 N.W.2d 283, 284 (Minn. App. 1988). But this court may review "any order affecting the order from which the appeal is taken." Minn. R. Civ. App. P. 103.04. Because the district court awarded spousal maintenance and child support in the final order without relying on the temporary orders, we conclude that the temporary orders are not within the scope of review in this appeal and decline to consider husband's arguments.

Relatedly, “litigants are bound [on appeal] by the theory or theories, however erroneous or improvident, upon which the action was actually tried below[,]” *Annis v. Annis*, 84 N.W.2d 256, 261 (Minn. 1957), and we “generally consider only those issues that the record shows were presented [to] and considered by the [district] court in deciding the matter before it.” *Thiele v. Stich*, 425 N.W.2d 580, 582 (Minn. 1988).

The appellant also “has the burden of providing an adequate record for appeal.” *Custom Farm Servs., Inc. v. Collins*, 238 N.W.2d 608, 609 (Minn. 1976). The record on appeal consists of “documents filed in the trial court, the exhibits, and the transcript of the proceedings, if any.” Minn. R. Civ. App. P. 110.01. And it is the appellant’s duty to order a transcript “of those parts of the proceedings not already part of the record which are deemed necessary for inclusion in the record.” Minn. R. Civ. App. P. 110.02, subd. 1(a). When, as here, an appellant challenges the district court’s factual findings but does not provide a transcript, we cannot fully review these claims but are “limited to determining whether the [district] court’s findings support its conclusions of law.” *Am. Fam. Life Ins. Co. v. Noruk*, 528 N.W.2d 921, 925 (Minn. App. 1995), *rev. denied* (Minn. Apr. 27, 1995).

Put differently, if this court is not provided a transcript of the relevant trial or evidentiary hearing, we do not review the district court’s findings of fact—we assume that the district court’s findings are correct, and address whether those findings adequately support the district court’s conclusions of law and the result it ultimately reached. *See, e.g., Fischer v. Simon*, 980 N.W.2d 142, 144 (Minn. 2022) (stating that “[w]hen there is an evidentiary hearing, we are not able to review a party’s argument that the other party did not prove its claims if no transcript is ordered”); *Duluth Herald & News Tribune v.*

Plymouth Optical Co., 176 N.W.2d 552, 555 (Minn. 1970) (noting lack of a transcript precludes review of factual questions); *Waters v. Fiebelkorn*, 13 N.W.2d 461, 464-65 (Minn. 1944) (stating that “on appeal error is never presumed. It must be made to appear affirmatively before there can be reversal . . . [and] the burden of showing error rests upon the one who relies upon it.”).³

In short, in this appeal, we consider only whether the district court’s factual findings support its conclusions of law. We will not find facts, question the district court’s credibility determinations, or reweigh the evidence. *In re Commitment of Kenney*, 963 N.W.2d 214, 221 (Minn. 2021); *Sefkow v. Sefkow*, 427 N.W.2d 203, 210 (Minn. 1988); *Kucera v. Kucera*, 146 N.W.2d 181, 183 (Minn. 1966). And “[w]e may not base our decision on matters that were not received into evidence by the district court and that are outside the record on appeal.” *In re Welfare of J.P.-S.*, 880 N.W.2d 868, 874 (Minn. App. 2016) (citing *Thiele*, 425 N.W.2d at 582-83).

With this framework in mind, we address each issue in turn.

I. The district court acted within its discretion in dividing the marital property.

Husband argues that the district court did not value and divide the marital property fairly and evenly. He contends that the court both incorrectly valued certain assets and abused its discretion by dividing the marital property in an unfair and inequitable manner.

³We acknowledge that husband is self-represented. “When an appellant [is self-represented], appellate courts are disposed to disregard defects in the brief, but that does not relieve appellants of the necessity of providing an adequate record and preserving it in a way that will permit review.” *Thorp Loan and Thrift Co. v. Morse*, 451 N.W.2d 361, 363 (Minn. App. 1990), *rev. denied* (Minn. Apr. 13, 1990).

A. Husband did not demonstrate that the district court erred in valuing the marital property.

Husband contends that the district court improperly calculated the equalizer payment, improperly valued the parties' real property, and omitted some assets, which favored wife.

The district court's valuation of an asset "should be supported by either clear documentary or testimonial evidence or by comprehensive findings issued by the [district] court." *Ronkvist v. Ronkvist*, 331 N.W.2d 764, 766 (Minn. 1983). The district court's finding of "the specific value of an asset is a finding of fact" that "shall not be set aside unless clearly erroneous on the record as a whole." *Maurer v. Maurer*, 623 N.W.2d 604, 606 (Minn. 2001) (quotation omitted). Here, the lack of a transcript precludes review of the findings of fact. Therefore, we assume the district court's valuations of the parties' assets are not clearly erroneous.

We give broad deference to the district court because "valuation is necessarily an approximation in many cases." *Maurer*, 623 N.W.2d at 606 (quoting *Hertz v. Hertz*, 229 N.W.2d 42, 44 (Minn. 1975)). Put differently, "Exactitude is not required of the [district] court in the valuation of assets in a dissolution proceeding; it is only necessary that the value arrived at lies within a reasonable range of figures." *Johnson v. Johnson*, 277 N.W.2d 208, 211 (Minn. 1979) (citing *Hertz*, 229 N.W.2d at 44).

Equalizer Payment

Husband appears to challenge the district court's calculation of the equalizer payment, asserting that the difference between the parties' assets should be \$28,137.59 and

he should pay wife \$14,068.80 instead of the ordered amount. He also contends that his assets were overvalued by \$64,626.76 while wife's assets were undervalued by \$73,899. Husband does not point to specific evidence in the record to support this argument. And because we do not have a transcript, we assume that these calculations are correct. Based on our review of the record, we conclude that the district court's valuation is within a reasonable range of figures and the district court's findings support its conclusions related to the equalizer payment.

Husband also argues that the district court came up with its own number when assigning equity to the parties' vehicles, and that the court erred by assigning wife's retirement account to him. The district court explained that it considered husband's exhibit 241, which supports the court's findings. Upon our careful review, the district court properly assigned the vehicle equity by subtracting the outstanding loan amounts from the market value of each vehicle.⁴ The court also adequately explained its reasoning for assigning all retirement accounts to husband. The court explained: "Wife credibly testified that she had no knowledge nor access to any of the retirement accounts. Husband did not dispute wife's claim. Husband testified that he opened the accounts and that he deposited money in the accounts. Wife did not dispute Husband's claim." While husband may

⁴ It appears that the court may have made a clerical error in husband's favor by assigning wife \$1,000 more equity than intended. Wife was awarded \$2,267.49, instead of \$1,267.49 (\$26,000-\$24,732.5=\$1,267.49). If it is indeed a clerical error, we note that it "may be corrected by the court at any time upon its own initiative or on the motion of any party and after such notice, if any, as the court orders." Minn. R. Civ. P. 60.01.

disagree with how the court calculated the equalizer payment, he does not demonstrate, based on the record, how the court's findings do not support its conclusions of law.

Husband also appears to argue that the value of the household goods, jewelry, and wife's cash that he outlined in exhibit 241 should have been included in the equalizer payment. He contends that wife failed to disclose jewelry in her possession and was untruthful about how much money she had. The district court explained that it considered husband's exhibit 241, which includes these items. And the district court was in the best position to judge the credibility of the evidence and testimony. *See In re Welfare of A.D.*, 535 N.W.2d 643, 648 (Minn. 1995) (noting that the district court stands in a superior position in assessing credibility of witnesses). The court also awarded each party the "household goods, furnishings, jewelry, and all other tangible personal property," in their possession, with the exception of ordering wife to return husband's "educational certificates, clothing, toiletries, and shoes," that are in wife's possession. Thus, husband has not demonstrated that the court's findings do not support its decision to omit these items from the equalizer payment.

Real Property

Husband also asserts that the district court erred because it arbitrarily inflated the value of his Michigan home from \$375,000 to \$440,000 but reduced the value of the parties' Minnesota condo from \$246,000 to \$225,000. Husband correctly notes that the stated value of each property in the J&D is higher than the values that the court used to calculate the equalizer payment. But the record reflects that the district court did not use these values when calculating the equalizer payment and instead used husband's proposed

values from exhibit 241—\$375,000 and \$246,000. And husband does not point to any evidence in the record to support his argument that the court gave the \$65,000 difference to wife from his assets. Therefore, we cannot conclude that the district court’s findings regarding its calculation of the equalizer payment and valuing the parties’ real property did not support its conclusions of law.

B. Husband did not demonstrate that the district court abused its discretion in dividing the marital property.

Husband also disagrees with how the district court divided the marital property. He asserts that the marital property was not divided equitably as the court intended.

“All property obtained by either spouse during the marriage is presumed to be marital property, regardless of the form of ownership.” *Olsen v. Olsen*, 562 N.W.2d 797, 800 (Minn. 1997); *see* Minn. Stat. § 518.003, subd. 3b (2024). Upon the dissolution of a marriage, the district court “shall make a just and equitable division of the marital property of the parties without regard to marital misconduct, after making findings regarding the division of the property.” Minn. Stat. § 518.58, subd. 1 (2024). In making a just and equitable division, the district court must “consider the contribution of each [party] in the acquisition, preservation, depreciation or appreciation in the amount or value of the marital property.” *Id.*

“We do not overturn a district court’s evaluation and division of property unless the court abuses its discretion.” *Gill v. Gill*, 919 N.W.2d 297, 301 (Minn. 2018). “A district court abuses its discretion by making findings of fact that are unsupported by the evidence, misapplying the law, or delivering a decision that is against logic and the facts on record.”

Woolsey v. Woolsey, 975 N.W.2d 502, 506 (Minn. 2022) (quoting *Bender v. Bernhard*, 971 N.W.2d 257, 262 (Minn. 2022)). Here, because we lack a transcript, we must assume the district court’s findings of fact are correct, and for appellant to prevail, he must show that the district court abused its discretion by either misapplying the law or resolving the matter in a manner that is contrary to logic and the facts on this record. “We will affirm the [district] court’s division of property if it had an acceptable basis in fact and principle even though we might have taken a different approach.” *Antone v. Antone*, 645 N.W.2d 96, 100 (Minn. 2002).

Real Property

Husband argues that he should have been awarded the Minnesota condo because he was responsible for the payments for many years. He contends that, if wife would like the condo, she needs to obtain a mortgage for the current market value of the property and buy him out.

The district court recognized that the Minnesota condo was the family home. The district court also ordered that “[wife] shall be solely responsible for all costs associated with the property,” and must “refinance the property in her name and take Husband’s name off of any existing mortgage/loan within 90 days from the date of this order.” The court further explained that if wife failed to do so, the home shall be sold with the proceeds divided equally because “both parties resided together, as a family, along with their children, in said home for a substantial amount of time, with both parties contributing to the home.” The court noted that husband “contributed financially while wife tended to

household chores and other needs of the family.” It also accounted for the equity that wife received and by including both homes in the equalization payment.

On this record, husband failed to show that the district court misapplied the law. Nor did he show that the district court’s resolution of the question was contrary to logic or the facts found by the district court on this record. Thus, husband failed to show that the district court abused its discretion by awarding the Minnesota condo to wife.

Second Mortgage

Husband maintains that the district court incorrectly stated that the second mortgage on the Minnesota home is in the name of both parties. Again, because we lack a transcript, we must assume the district court’s findings of fact are correct. We also note that the mortgage refinance document in the record names and was signed by both parties. Therefore, husband has not demonstrated that this finding is unsupported by the evidence.

Vehicles

Husband also contends that the district court incorrectly awarded wife a vehicle that he purchased for the parties’ son without first requiring her to pay him the vehicle’s fair market value. As discussed above, the district court included the assigned equity to each vehicle when calculating the equalizer payment. And even though husband contributed to the vehicle financially, the district court considers “all relevant factors,” not just financial contributions when dividing property.” Minn. Stat. § 518.58, subd. 1. The record reflects that each party was awarded the vehicle that was in their possession. Accordingly, this decision was within the district court’s discretion.

Bank Accounts

Husband asserts that the district court abused its discretion by not considering the last known values of some of the parties' bank accounts, and instead divided the unknown values evenly between the parties. He maintains that the court should have considered estimated values because they are more accurate. But, as discussed above, husband did not move for a new trial or amended findings, and our scope of review is therefore limited to the substantive legal issues properly raised to and considered by the district court. Moreover, husband forfeited this argument by not supporting it with any authority or legal analysis, and we discern no obvious prejudicial error. *Schoepke v. Alexander Smith & Sons Carpet Co.*, 187 N.W.2d 133, 135 (Minn. 1971) (stating a "mere assertion" in a brief is forfeited unless prejudice is obvious).

Debts

Lastly, husband argues that the district court abused its discretion by failing to divide debts evenly between the parties. According to husband, the difference in debt is \$6,833 and wife should pay 50%. The record shows that the district court considered the parties' debts when calculating the equalizer payment and the amounts are supported by the record. By doing so, the district court divided the debts between the parties, just as husband argues should occur. The court also ordered the parties "to be solely responsible for his or her separately incurred debts incurred since the separation of the parties."

To the extent that husband argues that the district court abused its discretion because wife did not disclose her assets and debts during the litigation, we observe that the district court also ordered: "In the event that there is a debt obligation that has not been disclosed

by a party, that obligation is the sole responsibility of the party that incurred it and failed to disclose it.” And as mentioned above, without the trial transcript, we cannot review what, if any evidence, wife provided about her assets and debts via testimony at trial. And husband does not provide any authority suggesting that a district court abuses its discretion when it relies on evidence provided by only one party. Accordingly, the district court acted within its discretion in dividing the parties’ debts.

II. The district court acted within its discretion in awarding spousal maintenance.

Husband challenges the district court’s decision to award wife \$1,200 per month in spousal maintenance, asserting that wife does not need spousal maintenance and that the court did not properly consider his ability to pay.

Spousal maintenance means “payments from the future income or earnings of one spouse for the support and maintenance of the other.” Minn. Stat. § 518.003, subd. 3a (2024). “An award of maintenance depends on a showing of need.” *Honke v. Honke*, 960 N.W.2d 261, 266 (Minn. 2021) (quotations omitted). “These awards are ‘based on the notion that the marital relationship involves an economic partnership in which the spouses equally share the burdens and responsibilities of both marriage and dissolution.’” *Id.* (quoting *Erlandson v. Erlandson*, 318 N.W.2d 36, 39 (Minn. 1982)). Spousal maintenance is appropriate when a spouse cannot “provide for reasonable needs,” “is unable to provide adequate self-support,” or “is the custodian of a child whose condition or circumstances make it appropriate that the custodian not be required to seek employment outside the home.” Minn. Stat. § 518.552, subd. 1(a)-(c) (2024).

“If a party requests spousal maintenance, a district court must engage in a two-step analysis.” *Madden v. Madden*, 923 N.W.2d 688, 695 (Minn. App. 2019). The first step is a threshold inquiry into whether the party seeking spousal maintenance has made a “showing of need.” *Curtis v. Curtis*, 887 N.W.2d 249, 252 (Minn. 2016) (quotation omitted). A party demonstrates a need if “the party is unable to provide for his or her reasonable expenses through employment income or investment income or a combination of both.” *Madden*, 923 N.W.2d at 695. Second, if a party makes the threshold showing of need, the district court may award spousal maintenance “in amounts and for periods of time, either transitional or indefinite, as the court deems just, . . . after considering all relevant factors.” Minn. Stat. § 518.552, subd. 2 (2024); *see also Erlandson*, 318 N.W.2d at 39-40.

We review a district court’s decision concerning the amount and duration of an award of spousal maintenance for an abuse of discretion. *Erlandson*, 318 N.W.2d at 38; *Schmidt v. Schmidt*, 964 N.W.2d 221, 226 (Minn. App. 2021). A district court abuses its discretion regarding maintenance if its findings of fact are unsupported by the record, if it improperly applies the law, or if it resolves the question in a manner that is contrary to logic and the facts on record. *Dobrin v. Dobrin*, 569 N.W.2d 199, 202 (Minn. 1997). “A district court’s determination of income for maintenance purposes is a finding of fact and is not set aside unless clearly erroneous.” *Melius v. Melius*, 765 N.W.2d 411, 414 (Minn. App. 2009) (quotation omitted).

Wife's Need

First, husband contends that wife does not need spousal maintenance because the amount he paid while the dissolution was pending, \$2,665, is enough for wife to maintain her standard of living. The \$2,665 payment covered the mortgage payment for the Minnesota condo, utilities, cell phones, one car payment, car insurance, home insurance, medical insurance, life insurance, and food. Husband argues that wife could easily afford to maintain this same standard of living because during the separation and before the dissolution trial wife's salary increased to \$6,826 per month and she has been able to build up her savings since August 2023. This argument seems to challenge the district court's finding that, "after considering [wife's] net monthly income and reasonable monthly living expenses, [wife] has a deficit of \$335.57 each month."

The district court based its finding on wife's testimony. Other than his broad assertion that \$2,665 per month is sufficient to cover wife's expenses, husband does not challenge any of the specific findings about wife's monthly living expenses and does not point to any other evidence that was before the district court at trial to contradict wife's testimony. And because husband did not provide a transcript of the trial, we are limited to reviewing whether the district court's factual findings on spousal maintenance support its legal conclusion to award maintenance. *See Mitterhauser v. Mitterhauser*, 399 N.W.2d 664, 667 (Minn. App. 1987) (stating appellant has the burden to provide an adequate record on appeal and affirming findings regarding the parties' assets when appellant did not order transcript). We therefore conclude that husband has not shown that the district court's conclusions about wife's need for spousal maintenance were improper.

Ability to Pay

Second, husband argues that the district court improperly considered his ability to pay spousal maintenance, asserting that he has accumulated significant debt and has only his employment income, which has caused him to frequently open new credit cards with high interest rates, while wife has excess funds.

The debt discussed in husband's brief is not included in the record that was before the district court at the time it made its decision. Therefore, we cannot consider it.⁵ See *J.P.-S.*, 880 N.W.2d at 874. The district court also considered the parties' debt, noting that, "after the separation, and due to ongoing litigation, attorney payments, and the divorce proceedings, there is marital debt, Husband maintains." But it also noted, "No actual legal bills for services rendered were provided by either party."

The district court ordered both parties "to provide a minimum of 5 most current paystubs as well as each's W2 and any other documentation indicating any income received for the purposes of determining permanent child support as well as addressing the issue of spousal support." But this evidence does not appear in the record, and husband cannot complain about the district court's failure to rule in his favor when he did not provide the

⁵ Husband included a "living expense worksheet" in his addendum dated September 2025. This worksheet states his monthly minimum credit card payments are \$1,200. But this worksheet does not appear to be in the appellate record. Minn. R. Civ. App. P. 110.01; see *Plowman v. Copeland, Buhl & Co.*, 261 N.W.2d 581, 583 (Minn. 1977) (stating that "[i]t is well settled that an appellate court may not base its decision on matters outside the record on appeal, and that matters not produced and received in evidence below may not be considered"); *Fabio v. Bellomo*, 489 N.W.2d 241, 246 (Minn. App. 1992) (stating that "[t]he court will strike documents included in a party's brief that are not part of the appellate record"), *aff'd*, 504 N.W.2d 758 (Minn. 1993)).

district court with the necessary evidence. *See Eisenschenk v. Eisenschenk*, 668 N.W.2d 235, 243 (Minn. App. 2003) (stating that “a party cannot complain about a district court’s failure to rule in [the party’s] favor when one of the reasons it did not do so is because that party failed to provide the district court with the evidence that would allow the district court to fully address the question”), *rev. denied* (Minn. Nov. 25, 2003). Moreover, the fact that husband may face a monthly deficit does not mean that the district court abused its discretion. *See Ganyo v. Engen*, 446 N.W.2d 683, 687 (Minn. App. 1989) (affirming a maintenance award which created a monthly deficit for the payor-spouse). Accordingly, husband has not shown that the district court’s findings about his living expenses did not support its conclusion to award spousal maintenance.

Amount of Spousal Maintenance

Husband also argues that the district court’s decision to order him to pay wife \$1,200 per month until he turns 65 was arbitrary.

As mentioned above, the district court may award spousal maintenance “after considering all relevant factors.” Minn. Stat. § 518.552, subd. 2; *see also Erlandson*, 318 N.W.2d at 39-40. Eight relevant factors are prescribed by statute. *See* Minn. Stat. § 518.552, subd. 2(a)-(h). No single factor is dispositive. *Broms v. Broms*, 353 N.W.2d 135, 138 (Minn. 1984).

It appears husband may be challenging the district court’s order that modified temporary spousal maintenance before trial and then asserting that the court simply ordered him to continue paying this amount until he turns 65. Husband is correct that before trial the district court granted his motion to modify spousal maintenance and reduced his

monthly obligation from \$2,665 to \$1,203.86. The district court determined the amount by adding the mortgage, second mortgage, and homeowners' association dues, as the court "believe[d] that an equitable amount of spousal maintenance would be for the [husband] to continue to pay these bills minus the utilities." Husband does not cite any authority requiring the district court to expressly analyze all statutory factors when making an order for temporary maintenance. And Minnesota Statutes section 518.131, subdivision 7 (2024), states only that a district court "shall be guided by" the statutory factors governing final awards. *See Ali v. Mohamed*, No. A23-0965, 2024 WL 2266345, at *7-8 (Minn. App. May 20, 2024) (concluding district court did not err in its temporary order for spousal maintenance pending final disposition when appellant did not cite any caselaw requiring district court to expressly analyze all statutory factors in a temporary order), *rev. denied* (Minn. Aug. 6, 2024).⁶

Although the amount of temporary maintenance is nearly identical to the \$1,200 per month amount awarded in the final J&D, the district court's order reflects that the court thoroughly considered all eight factors and had different reasons for the temporary and final decisions. In its final order, district court stated, "in the interest of fairness, the Court shall not obligate husband to continue to provide spousal support after the age of 65." The district court determined this outcome was fair based on the parties' living expenses and because "wife has several more working years ahead of her in comparison to husband."

⁶ We cite this nonprecedential opinion as persuasive authority. Minn. R. Civ. App. P. 136.01, subd. 1(c).

Accordingly, the district court acted within its discretion by awarding wife spousal maintenance in the amount of \$1,200 per month until husband turns 65.

Ultimately, husband has not demonstrated that the district court abused its discretion in dividing the marital property.

III. The district court’s child-support order must be remanded for additional findings.

Husband argues that the district court improperly calculated the number of overnights in determining the parenting-time expense adjustment.

When calculating a parent’s child-support obligation, a district court first calculates the obligor’s basic child-support obligation by determining each parent’s gross income; calculating each parents’ PICS⁷ and corresponding PICS percentages; determining the combined basic child-support obligation; and applying a parenting-expense adjustment formula to calculate the obligor’s basic child-support obligation. Minn. Stat. § 518A.34 (2024).

Husband’s challenge is related to the parenting-expense adjustment. “The parenting expense adjustment . . . reflects the presumption that while exercising parenting time, a parent is responsible for and incurs costs of caring for the child.” Minn. Stat. § 518A.36, subd. 1(a) (2024). “[T]he percentage of parenting time means the percentage of time a child is scheduled to spend with the parent during a calendar year according to a court order averaged over a two-year period.” *Id.* In determining this percentage, a district court may

⁷ PICS is an acronym for “Parental income for determining child support.” Minn. Stat. § 518A.26, subd. 15 (2024).

calculate “the number of overnights or overnight equivalents that a parent spends with a child pursuant to a court order.” *Id.* Child-support determinations are made based on the amount of time a parent is scheduled to be with the child, not the amount of time actually spent with the child. *Hesse v. Hesse*, 778 N.W.2d 98, 103 (Minn. App. 2009). We review the district court’s calculation of parenting time for the purpose of the parenting-expense adjustment for clear error. *Id.*

“Every child support order shall specify the percentage of parenting time granted to or presumed for each parent.” Minn. Stat. § 518A.36, subd. 1. Here, the district court found: “Based on the parties’ parenting time schedule, Husband has the presumptive 91 overnights per year, and Wife has 274 overnights per year.” The J&D states that husband “may have parenting time in Minnesota at least one weekend per month [on] Fridays after school until Sunday 6:00 pm,” and “*shall* have parenting time in Michigan during [the child]’s school breaks (summer, winter, and spring), to start one day after the school break begins and ending one day before school commences.” Husband “may have additional parenting time with [the child] during the time she is not in school or on a mid-semester or mid-fall and/or mid-spring term break but only if [the child] chooses to visit her Father in Michigan.”

Husband argues that, according to the parenting-time schedule, the correct number of his overnights is 141. Husband reaches 141 overnights by counting one weekend each month, 16 days for winter break, 11 days for spring break, 85 days for summer break, and 5 days for Thanksgiving.

The district court did not make any findings about how this parenting time corresponds to 91 overnights. And we are unable to discern how the district court arrived at this number, given that it appears on the face of the J&D to exclude some of husband's summer parenting time. We therefore remand for the district court to make additional findings explaining how it calculated husband's parenting time for purposes of the parenting-expense adjustment. *See Maschoff v. Leiding*, 696 N.W.2d 834, 840 (Minn. App. 2005) ("Unless a support order provides a baseline for future modification motions by reciting the parties' then-existing circumstances, the litigation of a later motion to modify that order becomes unnecessarily complicated because it requires the parties to litigate not only their circumstances at the time of the motion, but also their circumstances at the time of the order sought to be modified."). Upon remand, the district court has discretion whether to reopen the record. If additional findings require or permit the district court to alter its other decisions, it has discretion to make those adjustments as necessary to achieve a fair and equitable result, provided it explains its reasoning.

Affirmed in part and remanded.